

The 7th January, 1986

No. 9/5/84-6Lab/11180.—In pursuance of the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of Presiding Officer, Labour Court, Faridabad in respect of the dispute between the Workman and the management of M/s (i) Goodyear India Ltd. Ballabgarh. (ii) Nirankari Caterers Canteen Contractor Goodyear India Ltd., Ballabgarh:—

BEFORE SHRI R. N. BATRA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, HARYANA, FARIDABAD

Reference No. 263, 282/81 to 288/81.

between

THE MANAGEMENT OF M/S (1) GOODYEAR INDIA LTD. BALLABGARH (2) M/S NIRANKARI CATERERS CANTEEN CONTRACTOR GOODYEAR INDIA LTD. BALLABGARH AND ITS 77 WORKMEN.

Present:—

Shri V. K. Sachar, for the workmen.

Shri Sat Pal Arora, for the Management of Goodyear India Ltd.

Shri R. C. Sharma for the Nirankari Caterers Canteen Contractor.

AWARD

This award would dispose of 8 references bearing Nos. 263/81 and 282/81 to 288/1981 which were consolidated,—*vide* orders dated 9th April, 1982 as common questions of law and facts were involved therein. The main proceedings have been held in reference No. 263/81.

2. In exercise of the powers conferred by clause (d) of sub-section (1) of Section-10 of the Industrial Disputes Act, 1947, the Governor of Haryana referred the following dispute between the Management of (1) M/s Goodyear India Ltd., Ballabgarh (2) M/s Nirankari Caterers Canteen Contractor Goodyear India Ltd., Ballabgarh and its 77 workmen, to this Tribunal for adjudication:—

Whether the termination of service of the following 77 workmen was justified

and in order? If not, to what relief they are entitled to:—

1. Shri Madan Singh
2. Shri Surjit Singh
3. Shri Ram Bahadur-I
4. Shri Ram Bahadur-II
5. Shri Ramu Singh
6. Shri Jay Singh
7. Shri Ram Bahadur
8. Shri Ram Bujharat
9. Shri Jagat Singh
10. Shri Badan Bahadur
11. Shri Man Bahadur
12. Shri Dharam Singh
13. Shri Sada Nand
14. Shri Chander Singh
15. Shri Ram Pardhan
16. Shri Govind Singh
17. Shri Hira Lal
18. Shri Hark Singh
19. Shri Sunil Kumar
20. Shri Surender Kumar
21. Shri Bhoj Raj
22. Shri Ram Lal
23. Shri Tik Bahadur
24. Shri Joginder
25. Shri Dharambir (Sweeper)
26. Shri Kalyan Singh
27. Shri Sohan Singh
28. Shri Kamal Singh-I
29. Shri Kamal Singh-II
30. Shri Dhan Bahadur-I
31. Shri Dhan Bahadur-II
32. Shri Ram Babu
33. Shri Ran Bir (Sweeper)
34. Shri Mohinder Chaudary
35. Shri Chander Shakher Jha
36. Shri Surinder Jha
37. Shri Syam Singh
38. Shri Khim Bahadur
39. Shri Kaptan Singh
40. Shri Pancham Singh
41. Shri Mohan Thapa
42. Shri Kaplasohwer Parshad
43. Shri Chandan Singh
44. Shri Ruk Bahadur

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45. Shri Kunwer Singh
 46. Shri Sohan Singh
 47. Shri Ram Avadh
 48. Shri Top Bahadur
 49. Shri Gyan Bahadur
 50. Shri Urha Datt
 51. Shri Om Parkash
 52. Shri Mahipal Singh (Sweeper)
 53. Shri Parkash (Sweeper)
 54. Shri Suraj (Sweeper)
 55. Shri Madan (Sweeper)
 56. Shri Puran (Sweeper)
 57. Shri Ram Sahab (Sweeper)
 58. Shri Dan Bahadur
 59. Shri Pan Singh
 60. Shri Gulab Singh
 61. Shri Anisandha
 62. Shri Shiv Bahadur
 63. Shri Ashok
 64. Shri Sher Singh
 65. Shri Dhirender
 66. Shri Phiyani Bahadur
 67. Shri Jit Bahadur
 68. Shri Ram Bahadur
 69. Shri Dawarika
 70. Shri Pyare Lal
 71. Shri Bal Ram Joshi
 72. Shri Mahi Pal Singh
 73. Shri Kushi Ram
 74. Shri Surinder Bahadur
 75. Shri Prem Bahadur
 76. Shri Shankar Bahadur
 77. Shri Karan Singh

3. Notices were issued to all the parties. The claimants in their claim statement dated 24th October, 1981 alleged that they had been working in the canteen of M/s Goodyear India Ltd., Ballabgarh which was being run as per requirements of the Factories Act, 1948. It was further alleged that the service conditions of the employees working in the canteen were very poor and the employer was running the canteen through the contractors, and he was trying to deny the relationship of master and servant between the employer and workers. It was alleged that about 80/90 workers organised themselves into a trade Union, namely 'Holiday in and Faridabad Hotel Employees Union' and submitted demand notice dated 13th June 1980 to the em-

ployer and the so-called contractors which infuriated the employer and it started victimising workers, who were active trade Unionists and the workmen started peaceful and direct agitation in support of their demand, but the employer adopted a worst attitude and removed the claimants from service in July, 1981. It was further alleged that the termination of services of the claimants was illegal and against the principles of natural justice and as such the claimant was entitled to reinstatement with full back wages.

4. M/s Goodyear India Ltd. Ballabgarh, in their written statement dated 28th December, 1981 and amended written statement dated 2nd August, 1984 pleaded that the reference was misconceived as the subject matter of the reference was covered under the provisions of Contract Labour (Regulation and Abolition) Act, 1979 and did not fall under the purview of the Industrial Disputes Act, 1947. The relationship of Master and servant between the claimants and M/s Goodyear India Ltd. Ballabgarh (hereinafter referred to as Respondent Company) was denied on the plea that the claimants were not the employees of the respondent Company and that this fact was evident from the claim statement because M/s Nirankari Caterers Canteen Contractor Goodyear India Ltd., Ballabgarh, were simpled as respondent by the claimant. It was pleaded that the reference was not maintainable because the dispute had not been espoused by a substantial number of workmen. It was further pleaded that the respondent Company had provided canteen as per requirement under Section-46 of the Indian Factories Act, 1948, but the same was being run by the contractors from time to time under contract system. It was pleaded that there were two canteens, one dealing in the sale of tea and snacks and the other dealing in sale of meals etc. and that at the time of making reference, the meals canteen was being run by M/s Nirankari Caterers, while tea and snacks canteen by Shri Parmal Singh. It was pleaded that at present, the meals canteen was being run by Shri Hari Ram Contractor, while tea and snacks canteen by Shri Hans Raj Proprietor M/s Hansa Contractors. It was pleaded that the canteen employees were employed by the Contractors and their wages were paid directly by the contractors. It was further pleaded that the contractors had executed the agreement with the respondent company to run canteens. It was denied that the claimants had been victimised by the respondent Company for their trade Union activities. It was pleaded that 26 employees pertaining to meals canteen

and 34 employees pertaining to tea and snacks canteen had already been employed by the respective contractors during the pendency of this reference by way of settlement, according to which the workmen agreed not to claim any back wages and that one more employee, namely, Shri Panchim Singh had also been reemployed by the Contractor.

5. M/s Nirankari Caterers Canteen Contractor Goodyear India Ltd., Ballabgarh in their written statement, dated 12th February, 1982 pleaded *inter alia* that the reference was not maintainable. It was further pleaded that the contract of canteen dealing in meals was given to M/s Nirankari Caterers as per agreement dated 8th May, 1981, which was valid for the period 18th May, 1981 to 31st December, 1983 and that prior to 18th May, 1981, the canteen was run by another contractor, namely M/s Ved Parkash Vijay Kumar. It was further pleaded that as per terms of the contract, M/s Nirankari Contractor was free to manage the canteen affairs and that the respondent Company could not interfere in the administration of the canteen. It was also pleaded that they employed 31 workers out of 40 or more persons who were in the employment of earlier employer M/s Ved Parkash Vijay Kumar and their names were mentioned against serial Nos. 39 to 65 and 67 to 70 of the reference, while remaining persons were in the employment of earlier contractor, but they were not employed by M/s Nirankari Caterers. It was also pleaded that after about a month, the employees resorted to agitation and created problems in day to day running of the canteen and that on 18th July, 1981 at about 11.00, A.M. the employees indulged in stay-in-strike, when the matter was reported to the respondent Company as well as Police, due to which the services of 7 employees were terminated. It was also pleaded that the employees went on illegal strike and the employer was forced to engage other workers, but later on 26 employees had already started attending the job.

6. The claimants in their rejoinder dated 4th February, 1982 reiterated the pleas taken in the claim statement.

7. On the pleadings of the parties, the following issues were framed on 19th March, 1982 and 10th September, 1982:—

- (1) Whether the reference is not maintainable in view of the Contract Labour (Regulation and Abolition) Act, 1970? OPM

- (2) Whether the workmen are the employees of M/s Goodyear India Ltd., Ballabgarh? OPW

- (3) Whether the dispute is properly espoused by a substantial number of workmen? OPW

- (4) Whether the termination of service of 77 claimants was justified and in order? If not, to what relief are they entitled? OPM

7. It may be mentioned that the claimants have examined 8 witnesses and the documents Exhibit W-1 to W-111 have been tendered into evidence. The respondent Company has examined 8 witnesses and the documents Exhibit M-1 to M-184 have been tendered into evidence. M/s Nirankari Caterers have not examined any witness, but the documents, Exhibit M-185 to M-202, have been tendered into evidence. After going through the entire evidence and hearing the representatives of the parties, my findings on the above issues are as under:—

Issue No. 1.

9. It was argued by the representative of the respondent that the reference was not maintainable in view of the provision contained in the Contract Labour (Regulations and Abolition) Act, 1970. The present reference has been made because the services of 77 claimants were terminated. Such disputes regarding the termination of services can be decided by the Industrial Tribunal under the provisions of the Industrial Disputes Act, 1947, and, as such, the present reference is maintainable. The issue is decided accordingly against the respondent.

Issue No. 2.

10. The claimants have examined WW-1 Shri Bhajan Lal, WW-2 Shri Jagat Singh, WW-3 Shri Hira Singh, WW-4 Shri Amrit Singh, WW-5 Shri Daryo Singh, WW-6 Shri Purva Dutt, WW-7 Shri Balwant Singh, WW-8 Shri Kishan Lal and documents Exhibit W-1 to W-111 have been tendered into evidence. WW-3 Shri Hira Singh is employed in Metal Box Canteen, while WW-7 Shri Balwant Singh is employed in Delton Cables, Faridabad, and WW-5 Shri Daryo Singh is employed in E.S.I. Corporation at Ballabgarh. The remaining witnesses produced by the claimants, namely, WW-1 Shri Bhajan Lal, WW-2 Shri Jagat Singh, WW-4 Shri Amrit Singh, WW-6 Shri Purva Dutt and WW-8 Shri Kishan Lal have deposed that the claimants are the employees

54 of the respondent Company and not the contractors and that Shri Tula Ram and Shri Rampat used to look after the affairs of the canteen on behalf of the respondent Company. Shri Bhajan Lal admitted in cross-examination that M/s Nirankari Contractors used to be incharge of the canteen and that he had heard about the Kapoor Caterers, who were incharge of the canteen, and that now-a-days Mr. Jain was the incharge of the canteen. He further stated that Shri Parmal Singh was the incharge of tea canteen and thereafter Shri Surinder Kumar was the incharge of that canteen, which was now under the charge of Shri Hansa. This witness has thus admitted in cross-examination that various contractors were made incharge of the canteens from time to time. WW-2 Shri Jagat Singh stated in cross-examination that he did not see Mr. Jaswani or Mr. Parmal Singh in the canteen. WW-4 Shri Amrit Singh stated in cross-examination that he had not heard the name of any contractor in the canteen. WW-6 Shri Purva Dutt also stated in cross-examination that he never heard the name of Nirankari Caterers, Kapoor Caterers, etc. WW-8 Shri Kishan Lal stated in cross examination that he did not know Shri Hans Raj, Shri Parmal Singh, Shri Surinder Kumar, Shri O. P. Wadhwa Contractors. The testimony of WW-2 Shri Jagat Singh, WW-4 Shri Amrit Singh, WW-6 Shri Purva Dutt and WW-8 Shri Kishan Lal does not help the claimants because WW-2 Shri Bhajan Lal admitted in cross-examination that a number of contractors remained incharge of canteens from time to time. Moreover in the documents, Exhibit W-2, W-25, W-35 to W-38, W-42, W-54 to W-57, W-64 and W-83 filed by the claimants, there is a reference regarding the existence of the contract system in the canteens. The claimants have not produced the appointment letter to show that they were appointed by the respondent Company. The documents produced by them do not show that they were appointed by the respondent company.

11. The respondent company, on the other hand, has examined MW-1 Shri K. L. Khurana, MW-2 Shri Tula Ram, MW-3 Shri Ram Pat, MW-4 Shri Kuldip Kumar, MW-5 Shri Pankaj Kumar Chaudhary, MW-6 Shri Rajesh Kapoor, MW-7 Shri Om Parkash and MW-8 Shri Balwant Singh Clerk. MW-8 Shri Balwant Singh has deposed regarding Inspection Reports under the Contract Labour (Regulation and Abolition) Act, 1970 relating to Shri Parmal Singh Canteen Contractor, M/s Nirankari Caterers, M/s Kapoor Contractors, M/s Rastogi & Associates Contractors of the Canteen of M/s Goodyear India Ltd.

Factory. MW-7 Shri Om Parkash Contractor of Canteen 'A' of Goodyear India Ltd. as well as Cycle Stand stated that employees were being paid wages by him. The remaining witnesses have deposed that the claimants were the employees of the canteen contractors and not the respondent company and that the canteens were being run by the Contractors on contract basis and the workers were employed by the Contractors. The respondent Company has placed on file a number of documents. Exhibit M-6 to M-11 are the photostat copies of the agreements executed between the respondent and the respective contractors. Exhibit M-12 to M-19 are the photostat copies of the purchase orders, while Exhibit M-20 to M-31 are photostate copies of the subsidy bills raised by the contractors. Exhibit M-37 is the copy of the letter sent by the Respondent Company to the Contractor. Exhibit M-38 is the copy of the complaint made by the Holiday Inn and Faridabad Hotel Employees Union, complaining to the Labour Inspector regarding non-payment of wages to the employees by M/s Jaswani Brothers Contractors of M/s Goodyear India Ltd. canteen. Exhibit M-42 to M-47 are the copies of the agreements which were executed by the new contractor with the respondent Company and also contains the purchase orders issued to the contractors concerned. Exhibit M-48 to M-59 are photo stat copies of the challans regarding the deposit of monthly amount deducted from the payments made to the contractors while Exhibit M-60 to M-63 are the copies of quarterly returns sent to Income Tax Officer regarding income tax deducted at source from the payment made to the contractors. Exhibit M-64 to M-115 are the copies of challans regarding deposit of monthly amount deducted from the payments made to the contractors, while Exhibit M-116 to M-132 are the copies of the quarterly returns sent to Income tax Officer regarding income tax deducted at source from the payment made to the Contractors. Exhibit M-142 to M-184 contain the correspondence etc., which took place with the contractors. These documents also support the case set up by the respondent company that the canteens were being run by the contractors and that the wages were paid by the contractors to their respective employees. The respondent company being principal employer was bound to maintain accounts regarding E.S.I./Employees Provident Fund Deductions under the provisions of Employees State Insurance Act, 1947 and Employees Provident Fund Act, 1952 and to provide furniture, equipment, etc. in the canteen under the provisions of Section 46 of the Factories Act, 1948.

Under Section 21 of the Contract Labour (Regulation and Abolition) Act, 1979, the respondent company being principal employer had nominated MW-2 Shri Tula Ram and MW-3 Shri Ram Pat Singh to be present at the time of disbursement of wages by the contractors. It is thus apparent that by performing certain duties as principal employer, the respondent company was discharging its legal duties as principal employer, but the workers of the canteens remain employees of the contractors. All the evidence led by the respondent company, therefore, goes to show that the claimants were the employees of the contractors and not the respondent Company.

11. It was argued by the representative of the claimants that leave was granted to a canteen employee by MW-6 Shri Rajesh Kapoor, Personnel Officer of the respondent Company and as such the canteen employees were the employees of the respondent company. MW-6 Shri Rajesh Kapoor stated that on that date M/s Kapoor Caterers ran away from the canteen premises, but the canteen was kept running in order to serve the workers and that one of the Contractor-Supervisors brought the application Exhibit W-22 to him as Mr. R. K. Khanna, Manager Welfare did not come to office. He further stated that the said leave application was marked by him to the canteen co-ordinator Shri Tula Ram to inform the Contractor's Supervisor, to let the applicant proceed on leave. MW-6 Shri Rajesh Kapoor has, therefore, explained that he had to deal with the application of the canteen employee because the canteen contractor had run away. This instance, therefore, does not go to prove that the canteen workers were employees of the respondent company.

12. It was then argued by the representatives of the claimants that the requisite licence was not obtained by the contractor under the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and as such, the canteen workers were the employees of the respondent company. Reliance was placed on the ruling reported as *The Workmen of Best & Crompton Industries Ltd. represented by the General Secretary of the Socialist Workers' Union, Madras-23 and The Management of Best & Crompton Engineering Ltd., Madras-55, The Presiding Officer, II Addl Labour Court, Madras and the Workmen of Best & Crompton Engineering Ltd., represented by the Secretary Madras 1985-I-LLJ* page 492, in which it is laid down that where the contractor did not hold a valid licence, the workers would be the workmen engaged by the Management itself. This ruling is distinguishable on facts because in the present case M/s

Nirankari Caterers applied for the licence in June, 1981,—vide documents annexed with the letter Exhibit M-138 and the said licence was issued copy Exhibit M-189. Similarly Shri Parmal Singh and other contractors had also applied for the licence in June, 1981 and the licence was also issued to him as mentioned in the documents attached with letter Exhibit M-137.

13. The respondent company has filed certain documents to show that the canteen workers had admitted that they were the employees of the contractor. Exhibit M-139 is the copy of the Writ petition filed in the Hon'ble Supreme Court in which it was mentioned that the Management was employing workers through contractors. It was prayed that all the workers employed by the Management through various contractors be treated as direct employees of the Management. Exhibit M-36 is the copy of the application filed in Writ Petition in which it was mentioned that the Respondent Company was exploiting workers employed by it through employment of contract labour system. Exhibit M-41 is the copy of the orders passed by the Hon'ble Supreme Court, dated 13th August, 1984 by which the workers withdraw the writ petition and on their request the Hon'ble Supreme Court asked the State Government to consider the request of the canteen staff etc. of the respondent company made in the writ petition. These documents also go to show that the canteen workers are employed by the contractor and, consequently, the State Board can prohibit the employment of contract labour in the canteen of the respondent Company as provided in Section 10 of the Contract Labour (Regulation and Abolition) Act, 1970.

13. The representative of the claimants placed reliance on the ruling reported as *Coates of India Ltd. and Fourth Industrial Tribunal, West Bengal and other, 1981-I-LLN* page 103. This ruling is distinguishable on facts because in that case, canteen managing committee had entered into agreement with caterers for the supply of meals etc. to the employees of the Company. In the present case the respondent company entered into contract with the contractor and in clause-9 of the agreement Exhibit M-6 it is mentioned that the employees of the company would in no manner be the employees of the company. The second ruling is *Swatantra Bharat Mills and another v. Swatantra Bharat Mills and another* 64 FTR 313. This ruling is also distinguishable on facts because in that case, the canteen was run by the employees benefit trust set up by the employer and Trust was only a department of that employer, whereas in the present case the canteen was run by the Contractor. The third ruling is *Shining Tailors and*

Industrial Tribunal-II, U.P. and others, 1983(47) F.L.R. 406. This ruling is distinguishable on facts because in that case, it was laid down that piece rate tailors working in tailoring Establishment were the workmen and not independent contractor, whereas in the present case the contractors were running the canteen and employing the workers. The fourth ruling is *Swadeshi Cotton Mills Company Limited, Kanpur and the Labour Court-II Kanpur and another*, 1979(38) F.L.R. 470, in which, it is laid down that actual nature of appointment made must be entered in muster roll. This ruling does not help the claimants because they were not the employees of the respondent-Company and, as such, the respondent Company could not enter their names in their muster rolls. The fifth ruling is *Saraspur Mills Co. Ltd. and Raman Lal Chiman Lal and others*, 1973-II-LLJ page 130, in which it was laid down that the workers employed in a canteen, which was being run by cooperative society, could be held to be the employees of the Management. The ruling is distinguishable on facts because in the present case, the canteen is being run by the contractor and not by cooperative society. The sixth ruling is *The Workmen of the Food Corporation of India and M/s Food Corporation of India* 1985 II LLJ 4. This ruling is distinguishable on facts because in that case the Food Corporation of India had changed method of payment of wages and reintroduced the contract system. No such contingency has arisen in the present case. The 7th ruling is *Hussainbhai, Calicut and Alath Factory Thozhilal Union Calicut and others* 1978-II-LLJ page 397. In that case the workmen were broadly under the control of the Management and defective articles were directed to be rectified by the Management. This ruling is distinguishable on facts because in the present case, the claimants were employed by the contractor and were paid wages by the contractor. The 8th ruling is *Workmen of Associated Rubber Industry Ltd. v. Associated Rubber Industry Ltd. and another* 67 F.J.R. page 196. This ruling relates to a case under the Bonus Act, and it was held that it was the duty of the Court to discover the true state of affairs. This ruling does not help the claimants because they were the employees of the contractor which fact was admitted by them even in the proceedings before the Hon'ble Supreme Court, as mentioned above.

14. The representative of the Management placed reliance on the ruling reported as *Vegoils Private Ltd. v. The Workmen*, 1972-Lab.I.C. 760,

in which it is laid down that the power to abolish contract labour in any establishment is vested in appropriate Government under Section 10 of the Contract Labour (Regulation and Abolition) Act, 1970. Similar observations have been made in the second ruling reported as *M/s Air France, New Delhi v. The Industrial Tribunal, Delhi and another*, 1984-Lab.I.C. 847. The third ruling is *M/s Firestone Tyre and Rubber Co. of India (P) Ltd. v. The Workmen employed represented by Firestone Tyre Employees' Union*, 1981-Lab.I.C. page 1110, in which it is laid down that Industrial Tribunal cannot travel outside the terms of reference. In the fourth ruling reported as *The Employees of Lajhanda National Fertilizers Ltd. Mazdoor Union and State of Haryana and Others*, 1985-L.L.J page 428, it is laid down that the Court cannot enquire into the question and decide whether the employment of contract labour in any process in any establishment should be abolished or not.

15. In view of the above discussion, it is held that the claimants have failed to prove that they are the employees of the respondent company, but, on the other hand, the evidence goes to show that the canteen was being run by the Contractor and the workers were the employees of the canteen contractor. The issue is decided accordingly against the claimants.

Issue No. 3.

16. The present reference relates to termination of services of 77 workers. The subscription chit Exhibit W-28 shows that the workers were the members of Holiday Inn and Faridabad Hotel Employees Union, Faridabad. Form-F (letter of authority) has been filed in these proceedings which bore the signature of all the workers. As such, the present dispute has been espoused by all the claimants. The issue is decided accordingly in favour of the claimants.

Issue No. 4.

17. The services of 77 workers were terminated. The document Exhibit W-20 is the copy of the settlement, which shows that 60 workers were taken back on duty on 26th August, 1982 and they had given up the claim of back wages. The document Exhibit W-29 contain the list of 77 claimants which shows that 63 claimants have already joined duty while 14 claimants at serial Nos. 1, 3, 5, 8 to 17 and 77 have not yet been reinstated. The contractor has not come in the witness box. Only documents Exhibit M-185 to

M-202 have been tendered by his representative. The copies of the orders terminating the services of the claimants have not been filed by the contractor. These documents do not show that the enquiry was held against any claimant or that the provisions of Section 25-F of the Industrial Disputes Act, 1947, were complied with by paying notice pay and compensation when their services were terminated. In the ruling reported as *Management of M/s Willoox Duckwell India Ltd. v. Jagannat and others*, 1974 Lab.I.C. 706, it is laid down that in case of retrenchment, provision of Section 25-F of the Industrial Disputes Act, 1947 apply. In the ruling reported as *Babaji Charan Swain and others v. Union of India and others*, 1973-Lab.I.C. 743, it is laid down that where the payment of wages for the period of notice is made, notice indicating reasons for retrenchment is not necessary. This ruling does not help the contractor because there is no evidence that wages for the period of notice were paid to the claimants, when their services were terminated. In the ruling reported as *Sunder Dass and the Management of M/s Asthetic Exports Pvt. Ltd. and others* 1983-(47) F.L.R. 493 it is laid down that in case of reinstatement full back wages be awarded to workers. There remains no dispute regarding 63 claimants, who have already been reinstated and they had agreed to join duty without payment of back wages as already mentioned above. The remaining 14 claimants, namely, Sarvshri (1) Karan Singh, (2) Khushi Ram, (3) Shankar Bahadur, (4) Pyre Lal, (5) Ram Awad, (6) Madan Lal (Sweeper) (7) Ashok, (8) Kaptan Singh (9) Om Parkash, (10) Mahipal Singh, (11) Dharam Bir Singh, (12) Ramu Singh, (13) Surinder Jha and (14) Kamal Singh-I have not yet been reinstated and the termination of the services was neither justified nor proper because the provisions of Section 25-F of the Industrial Disputes Act, 1947, were not complied with nor any enquiry was held against them and as such the order terminating the service of these 14 claimants is set aside and they are entitled to reinstatement with full back wages. The award is passed accordingly.

R. N. BATRA,

Dated 16th December, 1985.

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

Endorsement No. 965, dated 16th December, 1985.

Forwarded (four copies) to the Commissioner and Secretary to Government Haryana, Labour

and Employment Department Chandigarh as required under section 15 of the Industrial Disputes Act, 1947.

R. N. BATRA,

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 9/5/84-6Lab/11442.—In pursuance of the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. XIV of 1947) the Governor of Haryana is pleased to publish the following award of Presiding Officer, Industrial Tribunal Faridabad in respect of the dispute between the workman and the management of M/s (i) Jaswani Brothers Canteen Contractor c/o M/s Goodyear India Ltd. Ballabgarh (2) M/s Puran Chand Arora Canteen Contractor c/o M/s Goodyear India Ltd. Ballabgarh and (iii) M/s Goodyear India Ltd. Mathura Road, Ballabgarh.

BEFORE SHRI R. N. BATRA, PRESIDING
OFFICER, INDUSTRIAL TRIBUNAL,
HARYANA, FARIDABAD.

Reference No. 177/1981

between

THE MANAGEMENT OF M/S (1) JASWANI
BROTHERS CANTEEN CONTRACTOR C/O
M/S GOODYEAR INDIA LTD. BALLABGARH
(2) M/S PURAN CHAND ARORA CANTEEN
CONTRACTOR C/O M/S GOODYEAR INDIA
LTD. BALLABGARH AND M/S GOODYEAR
INDIA LTD., MATHURA ROAD, BALLAB-
GARH AND ITS WORKMEN.

Present:—

Shri V. K. Sachar for the workmen.

Shri Sat Pal Arora for the Management.

AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, the Governor of Haryana referred the following dispute between the Management of M/s (1) Jaswani Brothers Canteen Contractor C/o M/s Goodyear India Ltd., Ballabgarh (2) M/s Puran Chand Arora Canteen Contractor C/o M/s Goodyear India Ltd., Ballabgarh and (3) Goodyear India Ltd. Mathura Road, Ballabgarh and its workmen to this Tribunal for adjudication:—

(1) Whether every workman should be properly classified and all the workers

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should be allowed the following grades and scales of pay with effect from 1st June, 1980 allowing for point to point adjustment to each from the past service:—

Unskilled Rs. 300-15-375-20-475-25-725.
Semiskilled Rs. 400-20-500-25-625-30-925.
Skilled Rs. 500-25-625-30-775-40-1175.
Highly Skilled Rs. 700-30-850-40-1050-1550.
Clerical Rs. 500-50-1000-75-1750.

- (2) Whether the workmen should be paid 25 per cent of their wages as dearness allowance and the same should be increased at the rate of Rs. 3 per point of increase in the cost of living index published every month by the Government.
- (3) Whether all the canteen employees should be provided free of cost with meals/breakfasts when on duty.
- (4) Whether the workmen should be supplied with the winter and two summer uniforms.
- (5) Whether all the workers should be allowed every year the following leaves:—

(1) Privilege Leave	: 1 month
(2) Sick Leave	: 15 days
(3) Casual Leaves	: 10 days
(4) National/Festival Holiday	: 12 days
- (6) Whether all other facilities and benefits allowed to the workmen in staff Canteen should be allowed to these workmen also?

2. Notices were issued to the parties. It may be mentioned that M/s Jaswani Brothers Canteen Contractors and M/s Puran Chand Arora Canteen Contractors have been proceeded against *ex parte*. It was alleged that the claimants were working in canteen run by M/s Goodyear India Ltd., represented through registered trade union Holiday Inn and Faridabad Hotels Employees Union (now represented by Goodyear India Canteen Employees Union). The claimants in their claims statement dated 2nd July, 1981 alleged that M/s Goodyear India Ltd. was running the factory at Ballabgarh and employed thousand of workers in various departments of the factory and was earning huge profit. It was further alleged that M/s Goodyear India Ltd.

was registered under the Factories Act, 1947, and was running canteen through contractor instead of running it like any other department of the factory and that employees working in the canteen are the employees of the Goodyear India Ltd. (hereinafter referred to as respondent company), but the respondent Company with a view to deny genuine benefit to the canteen employees had been showing them as employees of the contractors. It was further alleged that M/s Jaswani Brothers and Puran Chand Arora who were stated to be canteen contractors of the respondent Company did not treat the canteen employees properly. It was also alleged that the canteen was an integral part of the factory and the employees working therein were engaged in connection with and for the purpose of the industry run by respondent company. It was also alleged that the wages of the canteen employees were low and even the minimum wages were not paid to them. It was further alleged that employees working in the canteen of the respondent company had organised a trade union, named Holiday Inn and Faridabad Hotel Employees Union, and that a demand notice was submitted on 13th June, 1980 to the respondent Company, but the respondent Company its contractors adopted a hostile attitude and did not concede the demands contained in the said demand notice. It was alleged that the canteen employees be granted the benefit, the details of which have been mentioned in the reference made by the Government.

3. The respondent company in its written statement dated 20th August, 1981 and amended written statement dated 8th August, 1984 pleaded that the reference was misconceived inasmuch as subject-matter of reference was covered under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and did not fall within the purview of the Industrial Disputes Act, 1947. It was also pleaded that there was no relationship of Master and servant between the claimant and the respondent company and that the dispute had not been espoused by a substantial and requisite number of workmen. It was pleaded that the Management had provided two canteens namely meals canteen and tea and snacks canteen as required under Section 46 of the Indian Factories Act, which were being run by the contractors under the contract system from their inception and that wages to the canteen employees were made directly by the contractors as these employees were in the employment of the contractors and were not the employees of the Management. It was further pleaded that at the time of making reference, M/s Jaswani

Brothers and Puran Chand Arora canteen contractors were running the canteen but thereafter contractors were changed on more than one occasions and that at present the meals canteen was being run by Shri Hari Ram Contractor while tea and snacks by Shri Hans Raj, Proprietor, M/s Hansa Caterers, and that they being necessary parties had not been impleaded and as such the reference was not maintainable. It was pleaded that there was no such classification of the employees as suggested in the demand notice and that the employees were getting consolidated wages in other canteens as well. It was further that no dearness allowance was being paid to the canteen employees. It was pleaded that employees employed in the canteen were getting tea and snacks free of cost. It was further pleaded that the contractor had agreed to supply uniforms to their employees. It was pleaded that in some canteens, the employees were entitled to holidays only while in some canteens they were entitled to encashment of 30 days leave, but there was no justification for these demands. It was further pleaded that the employees employed by the canteen contractors of the respondent company were getting minimum bonus and over time wages at double rate.

4. The claimants in their rejoinder dated 3rd September, 1981 reiterated pleas taken in the claim statement.

5. On the pleadings of the parties, the following issues are framed on 7th September, 1984:—

- (1) Whether the dispute does not fall within the purview of the Industrial Dispute Act, 1947 as pleaded ? OPM
- (2) Whether there is no relationship of master and servant between the parties as pleaded ? OPM
- (3) Whether the dispute has not been espoused by a substantial and requisite number of workmen ? OPM
- (4) Whether the reference is not maintainable as necessary party had not been impleaded ? OPM
- (5) Whether every workman should be properly classified and all the workers should be allowed the following grades and scales of the pay with effect from 1st June, 1980 allowing for point to point adjustment to each workman for the past service:—

Unskilled Rs. 300-15-375-20-475-25-725.

Semiskilled Rs. 400-20-500-25-625-30-925.

Skilled Rs. 500-25-625-30-775-40-1175.

Highly skilled Rs. 700-30-850-40-1050-50-1550.

Clerical Rs. 500-50-1000-75-1750. OPW

- (6) Whether all the workmen should be paid 25 per cent of their wages as Dearness allowance and the same should be increased at the rate of Rs. 3 per point of increase in the cost of Living Index published every month by the Government ? OPW
- (7) Whether all the canteen employees should be provided free of cost with meals/breakfast when on duty ? OPW
- (8) Whether all the canteen employees should be supplied the winter and two summer uniforms ? OPW
- (9) Whether all the workers should be allowed every year the following leaves:—

(a) Privilege leave	1 month
(b) Sick Leaves	15 days
(c) Casual Leave	10 days
(d) National/Festival Holidays	12 days

 OPW
- (10) Whether all other facilities and benefits allowed to the workmen in staff canteen should be allowed to these workmen also ? OPW

6. It may be mentioned that the claimants have examined 8 witnesses and documents Exhibit W-1 to W-94 have been tendered into evidence. The management has examined 8 witnesses and documents Exhibit M-1 to M-185 have been tendered into evidence. After going through the entire evidence and hearing the representatives of the parties, my findings on the above issues are as under:—

Issue No. 1

7. In the present reference, a number of demands have been made by the claimants, which have been mentioned in the reference. Industrial Tribunal is competent to consider these demands under the provisions of the Industrial Disputes Act, and as such the dispute falls within purview of the Industrial Disputes Act, 1947. The issue is decided accordingly against the Management.

Issue No. 2.

8. The claimants have examined WW-2, Shri Mahesh Chand who stated that the claimants were the employees of the respondent

company and that he was employed by Shri R. K. Khanna. In cross-examination, he admitted that he did not make any application for the post and that Shri O. P. Verma had brought him to the factory. He further stated that Shri O. P. Verma used to pay him wages and sanction his leave. He further stated that he did know if Shri O. P. Verma was a Cycle Stand Contractor. The testimony of this witness does not help the claimants because he was being paid wages by Shri O. P. Verma Contractor. It may be mentioned that Shri O. P. Verma was given up by the claimants being unnecessary on 21st January, 1985 even though was present on that date. WW-2 Shri Daryo Singh is an employee of the Employees Estate Insurance Corporation. He produced the record of Shri Prem Bahadur one of the claimants. In cross-examination, he stated that the employer was the contractor. His testimony thus does not help the claimants. WW-4 Shri Surjit Singh stated that was working in the canteen. In cross-examination, he stated that no application was given by him for the job. He further stated that some times Mr. Parmal Singh used to pay wages to him and that Shri Surinder Kumar, Shri O. P. Wadhwa and Shri Hans Raj also supplied goods in the canteen, but he did not know, if they were contractors or not. His testimony does not help the claimants because these persons were the contractors and not the employees of the respondent company. WW-5 Shri Hira Singh is an employee of Metal Box Canteen and not in the canteen of the respondent company. WW-6 Shri Amrit Singh stated that the respondent Company paid wages to the canteen employees. In cross-examination, he stated that he had not heard the name of any contractor of the canteen and he did not know if Shri Parmal Singh, Shri Puran Chand Arora, Shri Hans Raj of M/s Hansa Caterers, Shri Surinder Kumar, Shri K. K. Jain and Shri Wadhwa were the contractors. His testimony does not help the claimants because there was no documentary evidence that the wages were paid to the canteen employees by the respondent company. Moreover, he did not tell the truth when he stated that he did not hear the name of any contractor. WW-7 Shri Balwant Singh was employed in Delt-on Cables and not in the canteen of the respondent Company. WW-8 Shri Kishan Lal stated that canteen was being run by the Company and that wages were also paid by the Company. In cross-examination he stated that he did not know Shri Hans Raj, Shri Parmal Singh, Shri Surinder Kumar and Shri O. P. Wadhwa Contractors. His testimony does not help the claimants because there is no documentary evidence that wages were paid to the claimants by respondent

company. He also gave an evasive reply by saying that he did not know any contractor. Moreover, the claimants have filed documents Exhibit W-1 to W-94. In the documents, Exhibit W-25, W-31, W-39, W-54, W-57 and W-79 produced by the claimants, there is reference regarding the canteen contractors. The other documents produced by the claimants do not show that they were appointed and were being paid wages by the respondent company.

9. On the other hand, the Management has examined MW-1 Shri K. L. Khurana, MW-2 Shri Tula Ram, MW-3 Shri Rampat Singh, MW-4 Shri Kuldip Kumar, MW-5 Shri Pankaj Kumar Chaudhary, MW-6 Shri Rajesh Kapoor, MW-7 Shri Om Parkash and MW-8 Shri Balwant Singh Clerk. MW-8 Shri Balwant Singh had deposed regarding Inspection Reports under the Contract Labour (Regulation and Abolition) Act, 1970, relating to Shri Parmal Singh Canteen Contractor, M/s Nirankari Caterers, M/s Kapoor Contractors, and M/s Rastogi & Associates Contractors of the canteen of M/s Goodyear India Ltd. Factory. MW-7 Shri Om Parkash contractor of canteen 'A' of Goodyear India Ltd. as well as Cycle stand stated that employees were being paid wages by him. The remaining witnesses have deposed that the claimants were the employees of the canteen contractors and not the respondent company and that the canteens were being run by the Contractors on contract basis and the workers were employed by the contractors. The respondent Company has placed a number of documents. Exhibit M-1 to M-6 are the photostat copies of the agreements executed between the respondent and the respective contractors. Exhibit M-7 to M-27 are the photostat copies of the purchase orders while Exhibit M-38 is the copy of the letter sent by the respondent Company to the contractor. Exhibit M-39 is the copy of the complaint made by the Holiday Inn and Faridabad Hotel Employees Union complaining to the Labour Inspector regarding non-payment of wages to the employees by M/s Jaswani Brothers Contractors of M/s Goodyear India Ltd. canteen. Exhibit M-43 to M-48 are the copies of the agreements which were executed by the new contractor with the respondent company and also contain the purchase orders issued to the contractor concerned. Exhibit M-49 to M-60 are photostat copies of the challans regarding the deposit of monthly amount deducted from the payments made to the contractors while Exhibit M-61 to M-64 are the copies of quarterly returns sent to Income Tax Officer regarding income tax deducted at source from the payment made to the contractors. Exhibit M-66 to 133 are the

copies of the quarterly returns sent to income tax officer regarding income tax deducted at source from the payments made to the contractors. Exhibit M-143 to M-185 contain the correspondence etc. which took place with the contractors. These documents are also support the case set up by the respondent company that the canteens were being run by the contractors and that the wages were paid by the contractor to their respective employees. The respondent company being principal employer was bound to maintain accounts regarding E.S.I./Employees Provident Fund Deductions under the provisions of Employees State Insurance Act, 1947 and Employees Provident Fund Act, 1952 and to provide furniture, equipment etc. in the canteen under the provisions of section 46 of the Factories Act, 1948. Under section 21 of the Contract Labour (Regulation and Abolition) Act, 1970, the respondent Company being principal employer had nominated MW-2 Shri Tula Ram and MW-3 Shri Ram Pat Singh to be present at the time of disbursement of wages by the contractors. It is thus apparent that by performing certain duties as principal employer, the respondent company was discharging its legal duties as principal employer, but the workers of the canteens remain employees of the contractors. All the evidence led by the respondent company, therefore, goes to show that the claimants were the employees of the contractors and not the respondent Company.

11. It was then argued by the representative of the claimants that the requisite licence was not obtained by the contractor under the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and as such, the canteen workers were the employees of the respondent company. Reliance was placed on the ruling reported as *the Workmen of Best & Crompton Industries Ltd. represented by the General Secretary of the Socialist Workers' Union, Madras, 23 and The Management of Best & Crompton Engineering Ltd. Madras-55, The Presiding Officer II-Addl. Labour Court, Madras and the workmen of Best Crompton Engineering Ltd. represented by the Secretary Madras 1985-I-LLJ* page 492, in which it is laid down that where the contractor did not hold a valid licence, the workers would be the workmen, engaged by the Management itself. This ruling is distinguishable on facts because in the present case both the contractors have been proceeded *ex parte* and as such no evidence has been adduced on their behalf. Moreover, the present reference relates to general demands made by the claimants regarding revisions of

their wages and giving them other benefits.

It has been pleaded by the respondent company that the contractors have been changed on more than one occasion and that the contractors who were running the canteen at the time of making reference had been changed and new contractor were working at present. The claimants would be entitled to the benefits if any, from all the contractors who are appointed by the respondent to run canteens. In the present case, the respondent company has placed some documents on the file to show that some contractors were issued the licence under the provisions of Contract Labour (Regulation and Abolition) Act, 1970. The document Exhibit M-138 shows that Shri Parmal Singh canteen contractor had applied for renewal of his licence which was issued to him on 13th November, 1981. The document Exhibit M-139 shows that M/s Nirankari Caterers had applied for the licence in June, 1981. The document Exhibit M-141 shows that the respondent supplied the list of the contractors to the Registering Officer and Deputy Labour Commissioner, Haryana, Chandigarh, who were working in the year 1977.

12. The respondent company had filed certain documents to show that the canteen workers had admitted that they were the employees of the contractor. Exhibit M-140 is the copy of the Writ Petition filed in the Hon'ble Supreme Court, in which it was mentioned that the Management was employing workers through contractors. It was prayed that all the workers employed by the Management through various contractors be treated as direct employees of the Management. Exhibit M-37 is the copy of the application filed in writ petition, in which it was mentioned that the Respondent Company was exploiting workers employed by it through employment of contract labour system. Exhibit M-142 is the copy of the orders passed by the Hon'ble Supreme Court dated 13th August, 1984 by which the workers withdraw the writ petition and on their request, the Hon'ble Supreme Court asked the State Government to consider the request of the canteen staff etc. of the respondent company made in the writ petition. These documents also go to show that the canteen workers are employed by the contractors and, consequently, the State Board can prohibit the employment of contract labour in the canteen of the respondent Company as provided in section 10 of the Contract Labour (Regulation and Abolition) Act, 1970.

13. It was argued by the representative of the claimants that leave was granted to a canteen employee by MW-6 Shri Rajesh Kapoor

company could not enter their names in their

whether the employment of contract labour in

14. The representative of the Management placed reliance on the ruling reported as *Vegoils Private Ltd. v. The Workmen*, 1972 Lab.I.C. 709, in which it is laid down that the power to abolish contract labour in any establishment is vested in appropriate Government under Section 10 of the Contract Labour (Regulation and Abolition) Act, 1970. Similar observations have been made in the second ruling reported as *M/s Air France, New Delhi v. The Industrial Tribunal Delhi and another*, 1984 Lab.I.C.847. The third ruling is *M/s Firestone Tyre and Rubber Co. of India (P) Ltd. v. The Workmen employed represented by Firestone Tyre Employees' Union*, 1981-Lab.I.C. page 1110, in which it is laid down that Industrial Tribunal cannot travel outside the terms of reference. In the fourth ruling reported as *the Employees of Lajhanda National Fertilizers Ltd. Mazdoor Union and State of Haryana and others*, 1985-I-LLJ-page 428, it is laid down that the Court cannot enquire into the question and decide whether the employment of contract labour in

any process in any establishment should be abolished or not.

15. In view of the above discussion, it is held that the claimants have failed to prove that they are the employees of the respondent company but on the other hand, the evidence goes to show that the canteen was being run by the contractors and the workers were the employees of the canteen contractors. The issue is decided accordingly against the claimants.

Issue No. 3.

16. The claimants have examined Shri Madan Singh, who stated that he used to work in the canteen of the respondent company and that all the workers were the members of Holiday Inn and Faridabad Hotel Employees Union bearing registration No. 405 and that Exhibit W-1 was the photo stat copy of the registration certificate. He further stated that he was the Cashier of the said Union. He also stated that a gate meeting was held on 1st June, 1980, in which 70/75 workers participated and the demands were discussed and it was decided that legal steps be taken in that respect. He also stated that another meeting was also held on 12th June, 1980, when the resolution was passed copy Exhibit W-3. The present demands have been mentioned in the resolution Exhibit W-3. All this evidence, therefore, goes to show that the dispute has been espoused by a substantial and requisite number of workman because the resolution copy Exhibit W-3 has been signed by a large number of workers. The issue is decided accordingly against the Management.

Issue No. 4.

17. When the reference was made, M/s Jaswani Brothers and M/s Puran Chand Arora were the canteen contractor. The contractors have been changed by the respondent company from time to time as mentioned by the respondent company in their written statement. Consequently, the claimants were not in a position to implead the subsequent contractors because the demand notice has been given regarding the general demands and if any benefit is given, not only the contractors working at the time of making the reference but also subsequent contractors would be bound by the decision and even under the law, it is the duty of the principle employer.

Respondent Company to ensure that due wages are paid to the canteen employees by the canteen contractors concerned because the contractors are changed by the respondent company frequently and not by the canteen employees. Consequently, the respondent has failed to prove that the reference is not maintainable. The issue is decided accordingly against the Management-respondent company.

Issue No. 5.

18. The claimants have been demanded that they should be given grades and scales of pay with effect from 1st June, 1980, the details of which has been given in the demand notice. Exhibit W-93 is the copy of the settlement arrived at between the employees of the Respondent company. This document shows that the job rates of hourly rated workman were fixed. Keeping in view the nature of duty being performed by them, no grade or scales was given to these workers. It was argued by the representative of the Respondent Company that minimum wages were being paid to the canteen employees in some other canteens including D.A. It was however stated that the Respondent Company was giving fixed wages to hourly rated workmen, which were above the minimum wages because the financial position of the respondent company so permitted. If the employees of the respondent company can get fixed wages, which are somewhat above the minimum wages, the employees of the canteen contractors of the respondent company can also be given the wages which above the minimum wages when the financial position of the respondent company so permits. In the ruling reported as *Shakti Offset Works and State Industrial Court and others*, 1978(36) FLR 348. In which it is laid down that the employer can be classified according to the paying capacity. Keeping in view the job rates fixed in the settlement Exhibit W-93, the claimants are entitled to the following job rates with effect 1st June, 1980 which includes Dearness Allowance upto this date and hourly job rate has been multiplied by 208 because there are 208 working hours in a month:—

Serial No.	Designation of employee	Nature of duty	Job rate
1.	Utencils Cleaners/ Helpers	Unskilled	Rs. 1.19 Paise × 208 =Rs.247.00 p.m.
2.	Sweeper/Pentry men, Trolleyman, Junior Halwai	Semi Skilled	Rs. 1.37 paise × 208 =284.36 or Rs. 285.01 p.m.
3.	Counterman, Halwai Cooks, Coupon Sellers	Skilled	Rs. 2.56 paise × 208 =Rs.532.00 p.m.

Issue is decided according in favour of claimants.

Issue No. 6.

19. It was argued by the representative of the respondent-company that the claimants were not entitled to further Dearness Allowance. The prices are rising day by day and a person cannot be given the same wages today which he was getting in 1980. The wages in issue No. 5 have been fixed with effect from 1st June, 1980. Thereafter the claimants would be entitled to D.A. on the basis of Haryana cost of living index at the rate of 1.50 paise per point of increase with effect from 1st June, 1980 so that claimants do not suffer due to rise in prices with effect from 1st June, 1980. Issue is decided accordingly in favour of claimants.

Issue No. 7.

20. It was argued on behalf of the claimants that they should be provided meals or breakfast free of cost when on duty. In the written statement, the respondent company has mentioned that according to their information, the employees in the canteen are getting tea and snacks free of any cost. The canteen employees should be given tea and snacks free of any cost when are on duty, but the contractors would not be in a position to supply meals free of cost to all these employees. Issue is decided accordingly in favour of claimants.

Issue No. 8.

21. In the written statement, it was mentioned by the respondent-company that in some canteens, uniforms are being given to canteen employees. It is also mentioned in the written statement that contractors had agreed to supply two pair of uniforms to the canteen employees. The uniforms of ordinary cloth would not suit the workers. It was stated that two uniform of terricott cloth were being given to the employees of the company after 1½ years. One uniform consists of one pant and one shirt. Consequently, the claimants should be given two uniforms of terricott cloth after expiry of 1½ years from the date of the award but any employee who has already completed 1½ years services on the date of award would become entitled to two uniforms of terricott cloth on the date of the award. Issue is decided according in favour of claimants.

Issue No. 9.

22. In the written statement, it was mentioned by the respondent company that holidays

are being given to canteen employees in some other factory. It was stated that the workers of the respondent company were also getting holidays. Consequently, the canteen employees are also entitled to the following holidays in a year from the date of the award:—

- | | |
|--------------------------------|-----------|
| 1. Privilege leave | : 14 days |
| 2. Casual leave | : 7 days |
| 3. Sick leave | : 7 days |
| 4. National/Festival holidays, | : 10 days |

Issue is decided accordingly in favour of claimants.

Issue No. 10

23. In the written statement, it was mentioned by the respondent company that the employees of the contractors of the respondent company are getting minimum bonus under the provisions of Payment of Bonus Act and they are also getting over time wages at double rate. The canteen workers are entitled to both these facilities i.e. minimum bonus under the provision of the payment of Bonus Act and over time allowance at double rate. Issue is decided accordingly in favour of claimants.

The award is passed accordingly.

Dated 17th December, 1985.

R. N. BATRA,

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

Endorsement No. 971, dated 18th December, 1985.

Forwarded (four copies) to the Commissioner and Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh as required under section 15 of the Industrial Disputes Act, 1947.

R. N. BATRA,

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.